



Trademark Registration Nos.

2947661, 2654482, 2850988, 2079502, 1362760, 2196460, 1608668, 2076992, 1441004, 1429809,  
 3029810, 1685960, 2997158, 2663538, 2911217, 1453782, 1984230, 1935973, 1909686, 1889584,  
 2121113, 1342589, 2386221, 1277491, 1013936, 1467935, 2153421, 2071809, 1410090, 1410089,  
 1697304, 1932204, 1719313, 2096028, 2393997, 2134506, 2122433, 1388785, 1392090, 2396287,  
 2607890, 2960114, 1848959, 2068027, 2898393, 2025448, 2747365, 1793380, 1254264, 2522911,  
 2730166, 2970432, 2579932, 2235291, 2888918, 1485919, 1932877, 1466915, 092839, 2791436,  
 1451743, 2852211, 2871475, 2888918, 1435277, 1601718, 1464227, 1898505, 2794967, 1304345,  
 2353133, 1284948, 1441005, 1464226, 1284949, 1394614, 1689496, 2069825, 2441833, 1420783,  
 2441494, 1608002, 1753554, 2856069, 1284937, 2856068, 1609503, 2079166, 2120205, 1526464,  
 2674560, 2860103, 2860104, 1412937, 2050001, 2050000, 2049999, 2185065, 2045137, 2118491,  
 1849751, 1591636, 1307619, 1754756, 2860102, 1441742, 2053530, 2049908, 1453783, 2107765,  
 2586825, 1700109, 2927730, 1538885, 2273100, 1385720, 1748074, 2081170, 1313051, 1325091,  
 2583536, 1435257, 0883989, 2045029

Trademark Application Nos.

78720549, 78715877, 78747588, 78341960

Name and address of receiving party(ies)

Name: J.P. Morgan Chase Bank, N.A.

Internal  
 Address: \_\_\_\_\_

Street Address: 4 New York Plaza

City: \_\_\_\_\_

State: New York

Country: U.S.A. Zip: 10004

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship New York

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

AMENDMENT TO  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment to Patent, Trademark and License Security Agreement made as of this 29th day of June, 2006, by and between VIRBAC AH, INC., a Delaware corporation ("Debtor"), and FIRST BANK, a Missouri state banking corporation, as agent (in such capacity, the "Agent") for First Bank, a Missouri state banking corporation, JPMorgan Chase Bank, N.A., a New York state banking corporation, and any other entity which now or at any time hereafter shall execute the Amended Loan Agreement (as herein defined) as a "Lender" (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Debtor heretofore executed and delivered to First Bank, a certain Patent, Trademark and License Security Agreement dated September 3, 2003 (as amended, the "Security Agreement") encumbering Debtor's Patents, Trademarks, Licenses, and other Collateral (each as defined and more fully described in such Security Agreement), which Security Agreement was recorded on October 13, 2003, in the Assignment Division of the U. S. Patent and Trademark Office at Reel/Frame 002732/0812, to secure the Secured Obligations (as defined in the Security Agreement) evidenced by, inter alia, the Loan Agreement (as defined in the Security Agreement); and

WHEREAS, Debtor has requested an amendment and restatement of the Loan Agreement (and of the Notes described in the Loan Agreement) to make certain amendments thereto as more fully described in that certain amended and restated Loan Agreement dated of even date herewith executed by and among Debtor, Debtor's affiliates, Virbac Corporation, a Delaware corporation, PM Resources, Inc., a Missouri corporation, St. JON Laboratories, Inc., a California corporation, Francodex Laboratories, Inc., a Kansas corporation, and Delmarva Laboratories, Inc., a Virginia corporation (collectively, with Debtor, referred to herein as the "Borrowers"), Agent and Lenders (as the same may from time to time be further amended, modified, extended, renewed or replaced, the "Amended Loan Agreement"), and in those certain Revolving Credit Notes and Swing Line Note, as defined in the Amended Loan Agreement (collectively, as the same may from time to time be further amended, modified, extended, renewed, restated or replaced, the "Amended Notes"); and

WHEREAS, as one of the preconditions to the execution of the Amended Loan Agreement and acceptance of the Amended Notes, Debtor has agreed to amend the Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the above premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent do hereby agree as follows:

1. All references in the Security Agreement to the "Lender" are hereby amended and deemed to refer to the Agent, in its capacity as Agent for each of the Lenders (as defined herein above), except to the extent any such references are otherwise specifically amended herein below.
2. All references in the Security Agreement to the "Loan Agreement" and other references of similar import are hereby amended and deemed to refer to the Amended Loan Agreement as described hereinabove, and any amendments, modifications, extensions, renewals, restatements or replacements thereof. Capitalized terms used in the Security Agreement and not otherwise defined therein shall have the meanings ascribed to such terms in the Amended Loan Agreement. All references in the Security Agreement to the "Note" and other references of similar import are hereby amended and deemed to refer to the Amended Notes as described hereinabove, and any amendments, modifications, extensions, renewals, restatements or replacements thereof. Upon the occurrence of an Event of Default under the

Amended Loan Agreement, any of the Amended Notes or the Security Agreement, as hereby amended, Agent, as agent on behalf of the Lenders, shall be entitled to and may exercise all rights and remedies under the Amended Loan Agreement, the Amended Notes and the Security Agreement, as hereby amended.

3. The five recital paragraphs each beginning with the word "WHEREAS" on the first page of the Security Agreement shall be amended and restated by the following four paragraphs to read as follows:

WHEREAS, Virbac Corporation, PM Resources, Inc., St. JON Laboratories, Inc., Francodex Laboratories, Inc., Delmarva Laboratories, Inc. and the Debtor (collectively, the "Borrowers"), the Lenders from time to time a party thereto (collectively, the "Lenders") and First Bank, as agent for the Lenders (in such capacity, the "Agent") have entered into that certain Loan Agreement dated as of June 29, 2006, as the same may from time to time be amended, modified or restated (as so amended, modified or restated, the "Loan Agreement," all capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to Agent and the Lenders entering into the Loan Agreement, Agent and the Lenders have required that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of each of the Lenders; and

WHEREAS, in order to induce Agent and the Lenders to enter into the Loan Agreement and the other Transaction Documents, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of each of the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of June 29, 2006 and executed by Debtor in favor of the Agent for the ratable benefit of each of the Lenders pursuant to which Debtor has granted to the Agent a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof;

4. Section 1 of the Security Agreement shall be amended and restated to read as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to Agent, for the ratable benefit of the Lenders, a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with

the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrowers' Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under this Agreement, (iii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor or any of the other Borrowers to the Agent and/or any Lender evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Transaction Document, and (iv) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Agent or any of the Lenders upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Agent and/or any of the Lenders in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

5. The first two lines of Section 2 of the Security Agreement shall be amended and restated to read as follows:

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Agent and each of the Lenders, and covenants and agrees with Agent and each of the Lenders, that:

6. Clause (c) of the first sentence in Section 4 of the Security Agreement shall be amended and restated to read as follows:

(c) neither Agent nor any of the Lenders has any further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Loan Agreement or otherwise.

7. Section 8 of the Security Agreement shall be amended and restated to read as follows:

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as the Required Lenders may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent, Lenders or any other holders of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Agent or any of the Lenders of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Agent or any such Lender to Debtor. If an Event of Default shall occur and be continuing, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all costs and expenses incurred by Agent and each of the Lenders in the exercise of their respective rights under this Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, whether

established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8. Clause (c) of the first sentence in Section 9 of the Security Agreement shall be amended and restated to read as follows:

(c) neither Agent nor any of the Lenders shall have any further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Loan Agreement or otherwise.

9. Section 12 of the Security Agreement shall be amended and restated to read as follows:

12. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent or any of the Lenders to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

10. Section 13 of the Security Agreement shall be amended and restated to read as follows:

13. No Waiver. No course of dealing between Debtor, Agent and/or any of the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any of the Lenders, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. In addition to securing the other indebtedness, liabilities and obligations of Debtor and the other Borrowers to Lenders and Agent therein described, the Security Agreement shall henceforth also secure the payment of any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts) of Debtor and the other Borrowers to Lenders and Agent evidenced by or arising under the Amended Notes and the Amended Loan Agreement, or any amendments, modifications, extensions, renewals or replacements thereof, and the performance and observance by Debtor of every covenant and condition therein contained.

12. The Amended Notes, the Amended Loan Agreement and the Security Agreement are and shall remain the binding obligations of Debtor and each of the other Borrowers, and all of the provisions, terms, stipulations, conditions, covenants and powers contained therein shall stand and remain in full force and effect, except only as the same are herein and hereby specifically varied or amended, and the same are hereby ratified and confirmed.

13. Debtor hereby represents and warrants to Agent and Lenders that:

(a) The execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and

require no action by or in respect of, or filing with, any governmental or regulatory body, agency or official. The execution, delivery and performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Articles or Certificate of Incorporation or Bylaws of Debtor, any applicable law, any rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory agency or instrumentality, or any agreement or instrument to which Debtor is a party or by which it is bound or to which it is subject;

(b) This Amendment has been duly executed and delivered and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms; and

(c) As of the date hereof, all of the covenants, representations and warranties of Debtor set forth in the Security Agreement are true and correct and no "Event of Default" (as defined therein) under or within the meaning of the Security Agreement has occurred and is continuing.

14. All references in the Security Agreement to "this Security Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

15. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations hereunder.

16. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Missouri, except to the extent pre-empted by federal law and excluding Missouri's laws relating to conflicts of laws.

17. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and the trustee has accepted such execution as of the date first written above.

VIRBAC AH, INC.

By:

  
 Jean M. Nelson, Executive Vice President and  
 Chief Financial Officer

FIRST BANK, as Agent

By:

  
 Traci Dodson, Vice President



STATE OF Texas )  
 ) SS.  
COUNTY OF Tarrant )

On this 29<sup>th</sup> day of June, 2006, before me personally appeared Jean M. Nelson, to me personally known, who, being by me duly sworn, did say that she is the Executive Vice President and Chief Financial Officer of Virbac AH, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Jean M. Nelson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Karen M. Murry  
Notary Public

My Commission Expires:

June 3, 2008

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 5<sup>th</sup> day of ~~June~~<sup>July</sup>, 2006, before me appeared Traci Dodson, to me personally known, who, being by me duly sworn, did say that she is the Vice President of First Bank, a Missouri state banking corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Traci Dodson acknowledged said instrument to be the free act and deed of said corporation.

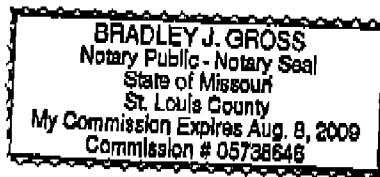
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Bradley J. Gross  
Notary Public

My Commission Expires:

Aug 8, 2009



SCHEDULE AUnited States Patents

<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
5,824,653	10-20-1998	ANTHELMINTIC COMPOSITIONS FOR EQUIDAE
5,632,999	05-27-1997	SUSTAINED RELEASE PYRIPROXIFEN COMPOSITIONS FOR PARASITE CONTROL
5,747,057	05-05-1998	SUSTAINED RELEASE PYRIPROXIFEN COMPOSITIONS FOR PARASITE CONTROL
5,728,719	03-17-1998	SYSTEMIC CONTROL OF PARASITES
5,439,924	08-08-1995	SYSTEMIC CONTROL OF PARASITES
D362,118	09-12-1995	PET TOOTHBRUSH

SCHEDULE BUnited States Patent Applications

<u>Application or Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
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None

SCHEDULE CUnited States Trademarks

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
1926200	October 10, 1995	A.C.T. & Design
1209484	September 21, 1982	Allerderm
1976942	May 28, 1996	Allerderm & Design
2139508	February 24, 1998	Allerderm Efa-Caps
2485615	September 4, 2001	Allerderm Omegaderm
1223071	January 11, 1983	Allergroom
1256531	November 8, 1983	Allerseb T & Design
2987323	August 23, 2005	American Horseman & Design
1306764	November 27, 1984	Ammonil
1500368	August 16, 1988	Aqualab
2947661	May 10, 2005	Biospheres
2654482	November 26, 2002	Bovimec
2850988	June 8, 2004	Breath-Eze
2079502	July 15, 1997	Breath-Eze
1362760	October 1, 1985	Brite N' Clear
2196460	October 13, 1998	Bromethalin One Meal Is All It Takes & Design
1608688	August 7, 1990	Buffer-Up
2076992	July 8, 1997	Bur-Otic
1441004	June 2, 1987	Cageguard
1429809	February 24, 1987	C.E.T.
3029810	December 13, 2005	C.E.T. Dental Reward
1685960	May 12, 1992	CHX
2997158	September 20, 2005	Clinsol
2663538	December 17, 2002	Clinsol
2911217	December 14, 2004	Clintabs
1453782	August 25, 1987	Coppersafe
1984230	July 2, 1996	Corium-20
1935973	November 14, 1995	Cortisothe
1909686	August 8, 1995	Critter Fresh
1889584	April 18, 1995	Critter Vites and Design

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
2121113	December 16, 1997	Dermacool
1342589	June 18, 1985	Derma-Logic
2386221	September 12, 2000	Derm-Renu
1277491	May 8, 1984	Dog Breath
1013936	June 24, 1975	Doggydent
1467935	December 8, 1987	Dritail
2153421	April 28, 1998	Ear Clear
2071809	June 17, 1997	Ecto-Soothe
1410090	September 23, 1986	Efa-Z Plus
1410089	September 23, 1986	Epi-Otic
1697304	June 30, 1992	Epi-Soothe
1932204	October 31, 1995	Eiderm
1719313	September 22, 1992	Euthasol
2096028	September 9, 1997	Flea Science
2393997	October 10, 2000	Flex-Ease
2134506	February 3, 1998	Flying High
2122433	December 16, 1997	Flypel
1388785	April 8, 1986	Furabase
1392090	May 6, 1986	Furazite
2396287	October 17, 2000	Gas-Aid
2607890	August 13, 2002	Gastro-Lax
2960114	June 7, 2005	Genesis
1848959	August 9, 1994	Glossy Coat
2068027	June 3, 1997	Herpcare
2898393	October 26, 2004	Herpcare
2025448	December 24, 1996	Hexadene
2747365	August 5, 2003	Hexadene
1793380	September 21, 1993	Histacalm
1254284	October 18, 1983	Humilac
2522911	December 25, 2001	Iverhart
2730166	June 24, 2003	Iverhart Plus
2970432	July 19, 2005	Keratolux
2579932	June 11, 2002	Ketochlor
2235291	March 23, 1999	Kittydent
2888918	September 28, 2004	Mardel
1485919	April 26, 1988	M (Stylized)
1932877	November 7, 1995	Mar Chlor
1466915	December 1, 1987	Maracide
0921839	October 12, 1971	Marcyn
2791436	December 9, 2003	Maracyn Plus
1451743	August 11, 1987	Maracyn-Two

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
2852211	June 8, 2004	Mardel
2871475	August 10, 2004	Mardel
2888918	September 28, 2004	Mardel
1435277	April 7, 1987	Maroxy
1601718	June 19, 1990	Marplex
1464227	November 10, 1987	Multipet
1898505	June 13, 1995	Natura
2794967	December 16, 2003	Nutrimalt
1304345	November 6, 1984	Odor Disposers
2353133	May 30, 2000	Odor Disposers
1284948	July 10, 1984	Ornabac
1441005	June 2, 1987	Ornacycline
1464226	November 10, 1987	Ornacyn
1284949	July 10, 1984	Ornacyn-Plus
1394614	May 27, 1986	Ornalyte
1689496	May 26, 1992	Ornascale
2069825	June 10, 1997	Oromite Plus
2441833	April 10, 2001	Palaflex
1420783	December 16, 1986	Pancrezyme
2441494	April 3, 2001	Pentasol
1608002	July 31, 1990	Petrelief
1753554	February 23, 1993	Petrodex
2856069	June 22, 2004	Petrodex
1284937	July 10, 1984	Petromalt
2856068	June 22, 2004	Petromalt
1609503	August 14, 1990	Ph-Guard
2079166	July 15, 1997	Preventef
2120205	December 9, 1997	Prime Treats
1526464	February 28, 1989	Pro-Zema
2674560	January 14, 2003	Pulvex
2860103	July 6, 2004	Pura-Lyte
2860104	July 6, 2004	Puridine
1412937	October 14, 1986	Pyoben
2050001	April 1, 1997	Resichlor
2050000	April 1, 1997	Resicort
2049999	April 1, 1997	Resihist
2185065	August 25, 1998	Resiprox
2045137	March 11, 1997	Resisoothe
2118491	December 2, 1997	Resizole
1849751	August 16, 1994	Seabond
1591636	April 17, 1990	Sebolux

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
1307619	December 4, 1984	Soloxine
1754756	March 2, 1993	St. Jon (Stylized)
2860102	July 6, 2004	St. Jon Naturals
1441742	June 9, 1987	Stay
2053530	April 15, 1997	Tank Hard
2049908	April 1, 1997	Tank Soft
1453783	August 25, 1987	Tanksafe
2107765	October 21, 1997	Tick Arrest
2586825	June 25, 2002	Tick Detach
1700109	July 14, 1992	T-Lux Shampoo
2927730	February 22, 2005	Trisulfa
1538885	May 16, 1989	Tumil-K
2273100	August 24, 1999	Ultragroom
1385720	March 11, 1986	Uroeze
1748074	January 26, 1993	VRX (Stylized)
2081170	July 22, 1997	Veterinary Specialties for Dermatology
1313051	January 8, 1985	Viraflight
1325091	March 12, 1985	When You Care For Pets
2583536	June 18, 2002	Wormx
1435257	April 7, 1987	Zema Kil-A-Mire
0883989	January 13, 1970	Zema (Stylized)
2045029	March 11, 1997	Zincchlorhexidate

#### State & Foreign Trademark

<u>Trademark</u>	<u>State/Country</u>	<u>Registration No.</u>	<u>Date</u>
Allerderm	Canada	339141	April 15, 1988
Allerderm	France	1379729	November 14, 1986
Allerderm	Germany	1141234	June 14, 1989
Allerderm Efa-Caps	Canada	542926	March 22, 2001
Allerderm Efa-Z Plus	Canada	542655	March 19, 2001
Allergroom	Canada	513439	July 28, 1999
Allerseb T & Design	Canada	523831	February 25, 2000
Cortisoothe	Canada	542440	March 15, 2001
Dermacool	Canada	507282	January 28, 1999
Dermazole	Canada	520348	December 7, 1999
Ear Clear	Canada	516312	September 15, 1999
Ecto-Foam	Canada	493565	April 22, 1998
Ecto-Soothe	Canada	493564	April 22, 1998
Encore	Canada	442089	April 21, 1995
Epi-Otic	Canada	332256	September 25, 1987
Epi-Soothe	Canada	513240	July 26, 1999

<u>Trademark</u>	<u>State/Country</u>	<u>Registration No.</u>	<u>Date</u>
Flypel	Canada	508064	February 15, 1999
Hexadene	Canada	523144	February 15, 2000
Hexarinse	Canada	530951	August 9, 2000
Histacalm	France	93/475050	December 17, 1993
Humilac	Canada	513447	July 28, 1999
Natura	Canada	472298	March 11, 1997
Palavite	Canada	433689	September 23, 1994
Palavite	France	93/475051	December 17, 1993
Physio Shampoo	Canada	641366	June 3, 2005
Pyoben	Canada	513674	July 29, 1999
Resichlor	Canada	502470	October 20, 1998
Resicort	Canada	520349	December 7, 1999
Resisoothe	Canada	542439	March 15, 2001
Resizole	Canada	520350	December 7, 1999
Sebolux	Canada	518489	October 22, 1999
Soloxine	Canada	443756	June 9, 1995
Soloxine	European Community	515809	January 26, 1999
Soloxine	United Kingdom	1487983	April 30, 1993
Tumil-K	Canada	TMA649994	October 7, 2005
Tumil-K	United Kingdom	1507932	August 13, 1993
Veterinary Specialties for Dermatology	Canada	513348	July 27, 1999

SCHEDULE DUnited States Trademark Applications

<u>Application No.</u>	<u>Date Filed</u>	<u>Trademark</u>
78747544	11/4/2005	A.C.T.
78792846	1/17/2006	Anti-Adhesive Technology (Stylized)
78720617	9/26/2005	Breath-eze Breath Strips
78312007	10/10/2003	C.E.T. Aquadent
78818072	2/17/2006	Cerulytic
78817526	2/17/2006	Flex-Ease
78792920	1/17/2006	Flurafom
78686005	8/4/2005	Hextra
78759741	11/22/2005	Iverhart Max
78715813	9/19/2005	Petromalt Hairball Treats
78720549	9/26/2005	Pets Have Teeth Too!
78715877	9/19/2005	Pick Your Passion
78747588	11/4/2005	Ultrashield
78341960	12/17/2003	Virbacef

State and Foreign Trademark Applications

<u>Application No.</u>	<u>Date Filed</u>	<u>Trademark</u>	<u>State/County</u>
1210966	3/25/04	Biomox	Canada
1247858	2/18/05	C.E.T.	Canada
1247720	2/18/05	C.E.T. Dental Reward	Canada
1204886	2/2/04	Clinsol	Canada
1204883	2/2/04	Clintabs	Canada
1208151	3/2/04	Dermaspheres	Canada
1208147	3/2/04	Euthasol	Canada
1202902	1/7/04	Genesis	Canada
3607561	1/12/04	Genesis	European Community
1208148	3/2/04	Virbac Euthasol	Canada
1202903	3/2/04	Virbacef	Canada



SCHEDULE E

Licenses

None